

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 03/25/2013	2. CONTRACT NO. (If any) DE-EE0003619	6. SHIP TO: a. NAME OF CONSIGNEE US DEPARTMENT OF ENERGY	
3. ORDER NO. DE-BP0002922	4. REQUISITION/REFERENCE NO. 13EE000798	b. STREET ADDRESS OFFICE OF HEADQUARTERS PROCUREMENT OFFICE OF PROCUREMENT SERVICES MA-64 1000 INDEPENDENCE AVE SW	
5. ISSUING OFFICE (Address correspondence to) Office of HQ PS (HQ) U.S. Department of Energy Office of Headquarters Procurement Services MA-64 1000 Independence Ave., S.W. Washington DC 20585		c. CITY WASHINGTON	d. STATE DC
7. TO: Gary M. Rahl		e. ZIP CODE 20585	
a. NAME OF CONTRACTOR BOOZ ALLEN HAMILTON INC.		f. SHIP VIA	
b. COMPANY NAME		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 8283 GREENSBORO DRIVE		REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY MCLEAN	e. STATE VA	f. ZIP CODE 221023838	
9. ACCOUNTING AND APPROPRIATION DATA		10. REQUISITIONING OFFICE EERE (FORS)	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)			12. F.O.B. POINT Destination
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/28/2014
a. INSPECTION Destination	b. ACCEPTANCE Destination	16. DISCOUNT TERMS NET 30	

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 36-2513626 DUNS Number: 006928857 Award of Call 8 under the BPA Pilot Program (DE-SOL-0003507) in support of the Department of Energy, Office of Energy Efficiency and Renewable Energy (EERE), Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME OR for HQ			17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4937			
c. CITY Oak Ridge	d. STATE TN	e. ZIP CODE 37831	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Ryan J. Miller TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/25/2013  
CONTRACT NO. DE-EE0003619

ORDER NO.  
DE-BP0002922

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00001	<p>Better Buildings Neighborhood Information System (BBNIS) Program.</p> <p>Continuation on Attachment 1 Terms and Conditions.</p> <p>Attachment A - Terms and Conditions Attachment B - Statement of Work Attachment C - COR Memorandum Attachment D - BAH proposal dated 1/31/2013</p> <p>Mark For: Office of HQ PS (HQ) U.S. Department of Energy Office of Headquarters Procurement MA-64 1000 Independence Ave., S.W. Washington DC 20585</p> <p>Fund: 05450 Appr Year: 2013 Allottee: 60 Report Entity: 300328 Object Class: 25107 Program: 1004210 Project: 0000000 WFO: 0000000 Local Use: 0383517 Period of Performance: 03/25/2013 to 02/28/2014</p> <p>BPA CALL 8 Line item value is:: Incrementally Funded Amount:</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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**Section 2 - Section 2**

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (AUG 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

**(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).**

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

**(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553)**

**(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).**

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Contracting Officer check as appropriate.

**[X](1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).**

**[X](2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).**

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

**[X](4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282)(31 U.S.C. 6101 note).**

(5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).

**[X](6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).**

**[X](7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)**

(8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

(9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(10) (Reserved)

(11)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

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- (iii) Alternate II (MAR 2004) of 52.219-6.
- (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
- (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (15) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (16) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (JUN 2003) of 52.219-23.
- (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)(15 U.S.C. 657 f).
- (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).
- (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).
- (24) 52.222-3, **Convict Labor (JUN 2003) (E.O. 11755).**
- (25) 52.222-19, **Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).**
- (26) 52.222-21, **Prohibition of Segregated Facilities (FEB 1999).**
- (27) 52.222-26, **Equal Opportunity (MAR 2007) (E.O. 11246).**
- (28) 52.222-35, **Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).**

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**[X](29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).**

**[X](30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).**

**[X](31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).**

[ ](32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[ ](33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ](ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ](34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[ ](35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[ ](ii) Alternate I (DEC 2007) of 52.223-16.

**[X](36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011). (E.O. 13513).**

[ ](37) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[ ](38)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

[ ](ii) Alternate I (JAN 2004) of 52.225-3.

[ ](iii) Alternate II (JAN 2004) of 52.225-3.

[ ](39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

**[X](40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).**

[ ](41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ](42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[ ](43) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ ](44) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

**[X](45) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT**

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2003) (31 U.S.C. 3332).

(46) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or

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relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) (Reserved)

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.  
(End of clause)

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Section B - Supplies or Services/Prices

**B.1 DOE-B-1007 Deliverable Requirements - Time & Material/Labor Hour**

**BOOZ ALLEN HAMILTON**

<u>1. Labor Category (Prime)</u>	Rate (Contractor- Site)	DOE Discount	Estimated DPLH	DOE Discounted Labor Rate	Discount Amount Reflected in Labor Rate	Total Offer
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<u>2. Labor Category (Partner/Sub)</u>	Rate (Contractor- Site)	DOE Discount	Estimated DPLH	DOE Discounted Labor Rate	Discount Amount Reflected in Labor Rate	Total Offer
	\$ -	0%	X	\$ =		\$ -
	\$ -	0%	X	\$ =		\$ -

NOTE: Repeat applicable labor categories for each proposed team member/subcontractor supporting the prime contractor.

3. Total Estimated DPLH

4. ODCs

5. Total Ceiling Price (Direct Labor and ODCs) \$ 426,465.94

**B.2 Ordering & Performance**

Any supplies and services to be furnished under this BPA shall be ordered by issuance of BPA Calls. All BPA calls are subject to the terms and conditions of the Master BPA.

BPA calls will generally be awarded using a competitive "request for quotation (RFQ)" process. RFQs will specify evaluation criteria appropriate to the particular task. Calls will be awarded to the offeror that provides the best combination of price and capability. All BPA holders are eligible to compete for each call. In limited cases, the Government may restrict competition in accordance with Federal and DOE acquisition regulations.

Upon receipt of a BPA call, citing this DOE BPA Master award, signed by the cognizant DOE Federal Contracting Officer, the Contractor will proceed with performance in accordance with the Statement of Work, deliverables contained in the BPA call, and the terms and conditions of the Master BPA.

Each BPA call will specify the value and funding level available for payment by-the Government and



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allotted to the BPA call, the items covered and the period of performance it is estimated the allotted amount will cover. The Government is obligated only to the extent of authorized purchases actually made under the BPA. Each BPA Call will specify the dollar limitation for each individual purchase under the BPA.

Except as required by other provisions of this contract, or as specifically directed by the Contracting Officer:

(1) The Government is not obligated to compensate the Contractor for services or other direct costs provided in an amount which exceeds the total amount allotted by the Government to the BPA call; and

(2) The Contractor shall not continue performance under an individual BPA call (including actions under the Termination clause of the contract) or incur costs in excess of the amount then allotted to the BPA call by the Government until the issuing Contracting Officer notifies the Contractor, in writing, that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

No notice, communication, or representation other than that made by the Contracting Officer for the specific BPA call, shall change the terms and conditions of the BPA call or Master agreement, including affecting the amount allotted by the Government to this contract. In the absence of such specific direction by the Contracting Officer, the Government is not obligated to compensate the Contractor for performing any work in an amount which exceeds the total amount allotted by the Government to the BPA call, whether that excess amount arose during the course of the BPA call or as a result of termination.

**B.3 Ceiling Price of Order**

The ceiling price of the order is \_\_\_\_\_ (inclusive of ODCs in the amount of \_\_\_\_\_)

**B.4 Funding**

FUNDING: Funds in the amount of \_\_\_\_\_ have been allotted for obligation and are available to pay for DPLH and other direct items or services provided for through **February 28, 2014**. The contractor will not exceed the available funding under this clause. The DOE is not obligated to pay the contractor if the contractor incurs cost in excess of the available funding.

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**Section C - Description/Specifications**

**C.1 DOE-C-1001 Scope Of Work**

The Contractor shall perform, pursuant to:

The Statement of Work, Attachment B.

Calls to be issued by the Contracting Officer for work specified in Attachment B.

(End of clause)

**C.2 DOE-C-1003 Call Procedures**

(a) Only the Contracting Officer may issue Calls to the Contractor, providing specific authorization or direction to perform work within the scope of the BPA Master contract and as specified in the schedule. The contracting officer will provide each awardee a fair opportunity to be considered for each order exceeding \$3,000 issued under the Master BPA contract. The Contractor may incur costs under this contract in performance of Calls and Call modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a Call, the Contracting Officer shall develop placement procedures that will provide each awardee a fair opportunity to be considered for each order; that reflects the requirement and provides the Contractor with the following data:

(1) A fair notice of the intent to make a purchase, including a functional description of the work identifying the objectives or results desired from the contemplated Call and submission requirements.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for Project and Cost plans from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal. Streamlined procedures maybe used when issuing a Call, including oral presentations.

(c) By the date specified in the Contracting Officer's request the Contractor shall submit a Project and Cost plans conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a Call to the Contractor containing, as a minimum, the following:

- (1) Date of the Call.
- (2) Contract number and Call number.
- (3) Functional description of the work identifying the objectives or results desired from the Call, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual Call, accounting and appropriation data.

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- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 1 calendar days after receipt of the Call.
- (f) If time constraints do not permit issuance of a fully defined Call in accordance with the procedures described in paragraphs (a) through (d), a Call which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend Calls in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the Call and the Contractor's approved Project and Cost proposal, the Call shall prevail.
- (i) Contractor shall submit monthly Call progress reports. As a minimum, the reports shall contain the following information:
  - (1) BPA Master Contract number, Call number, and date of the Call.
  - (2) Call ceiling price.
  - (3) Cost and hours incurred to date for each issued Call; As Applicable
  - (4) Costs and hours estimated to complete each issued Call; As Applicable
  - (5) Significant issues/problems associated with a Call.
  - (6) Cost summary of the status of all Calls issued under the Master BPA contract.
- (j) Within 10 working days after receiving a Call signed by the Contracting Officer that did not result from the submission of Project and Cost proposals, the Contractor shall provide the Contracting Officer with a Project and Cost proposals consisting of the information described in subparagraph (b)(3).
- (k) After the Contracting Officer issues a signed Call to the Contractor, if any revision becomes necessary to the estimated cost or level of effort, the Contractor shall promptly submit to the Contracting Officer revised Project and Cost proposals with explanatory notes. Revised Project and Cost proposals submitted by the Contractor are subject to the review of the Contracting Officer.
- (l) Any Call issued during the effective period of this contract shall be completed by the Contractor within the time specified in the Call. The Contractor shall govern the Contractor's and Government's rights and obligations with respect to that Call to the same extent as if the Call were completed during the Call's effective period.
- (m) The Contracting Officer may extend the Master BPA.

(End of clause)

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**Section D - Packaging and Marking**

**D.1 HQ-D-1001 Packaging (APR 1984)**

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

(End of clause)

**D.2 HQ-D-1002 Marking (APR 1984)**

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

(End of clause)

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**Section E - Inspection and Acceptance**

**E.1 52.246-6 Inspection - Time-and-Material and Labor-Hour. (MAY 2001)**

(a) *Definitions.* As used in this clause--

Contractor's managerial personnel, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of -

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

Materials, includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the hourly rate for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may -

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

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(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to -

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

**E.2 DOE-E-1001 Inspection and Acceptance**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

(End of clause)

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**Section F - Deliveries or Performance**

**F.1 52.247-34 F.o.b. Destination. (NOV 1991)**

**F.2 HQ-F-1001 Term of Contract (JAN 1992)**

The term of this contract is from the date signed by the Contracting Officer through February 28, 2014.

(End of clause)

**F.3 HQ-F-1002 Principal Place of Performance (APR 1984)**

The principal place of performance for this contract is at the contractor's site/facility.

(End of clause)

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**Section G - Contract Administration Data**

**G.1 DOE-G-1001 Billing Instructions**

Contractors should submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:

- Reducing the cost of paper and postage
- Allowing supporting documentation to be attached and routed with the voucher to program and approving officials
- Immediately interfacing vouchers to DOE's accounting system saving several days of mail and manual processing time
- Decreasing potential errors caused by manual input
- Facilitating the prompt payment of vouchers

To obtain access to and to use VIPERS, please visit the web page at <https://vipers.oro.doe.gov>. Detailed instructions on how to enroll and use the system are provided on the web page. Please do not send a paper copy of a voucher that has been submitted electronically. The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and Call (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost.

The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

- (i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- (ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
- (iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
- (iv) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.
- (v) The total fee billed, retainage amount, and available fee must be shown.
- (vi) If task assignments are issued under this contract, the Contractor must prepare a Statement of Cost for each Call work assignment and a summary for the total invoiced cost.

(2) Supporting Documentation.

Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category. Any cost sharing



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or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

**G.2 DOE-G-1005 Observance of Legal Holidays**

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer. There is to be no adjustment to firm fixed price Calls for holidays, administrative leave, etc.

(End of clause)

**G.3 DOE-G-1006 Individuals Authorized to Issue Orders**

The following personnel are authorized to issue orders under this contract. All designated personnel are employed by DOE Office of Headquarters Procurement unless otherwise indicated:

All DOE Headquarters Procurement Services Contracting Officers

(End of clause)

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**G.4 DOE-G-1007 Contracting Officer's Representative**

The Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is Tobin Gatto.

Tobin Gatto  
U.S. Department of Energy  
EE-3A, Room 5E-036  
1000 Independence Ave SW  
Washington, DC 20585

Specific duties and responsibilities of the COR are those delegated in the Contracting Officer's Representative Delegation for this contract.

(End of clause)

**G.5 DOE-G-1009 Contractor's Program Manager**

(a) The contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

(End of clause)

**G.6 HQ-G-1001 Correspondence Procedures (NOV 2000)**

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contracting Officer (see below paragraph (c) and to the cognizant Government Contract Administration Office (if other than DOE) designated in Block 24 of the Contract Form (Solicitation, Offer, and Award Standard Form 33) of this contract or if a Standard Form 26 is used (Award/Contract) the Government Contract Administration Office designated in block 6 of this contract.

(b) Other Correspondence.

(1) If no Government Contract Administration Office is designated on the Contract Form of this contract, all correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DOE Contracting Officer, DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

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(c) The DOE Contract Specialist for the contract is located at the address in (d) below and is as follows:

Contract Specialist: Carrie N. Brown  
Telephone Number: 202-287-1556

The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters (see (a) above for definition of technical matters).

(d) DOE Contracting Officer Address. The Contracting Officer address is as follows:

Contracting Officer  
U.S. Department of Energy  
Headquarters Procurement Services (MA-64)  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585-1615

(e) Technical Reports will be specified with the issuance of each Call.

(End of clause)

**G.7 Specific Non-Reimbursable Costs**

The Contractor shall not be reimbursed for any direct costs for the following items: Entertainment; liquor; secretarial or clerical support time; word processing; computers or general application software; client development and related activities; trade publications, books, treatises, background materials and other similar documents; professional/education seminars and conferences; preparation of invoices; parking fines or any other fines or penalties for illegal conduct; and food, beverages and the like when the contractor is not in travel status and away from the home office. No invoices are to contain any items representing disbursements made for the benefit of the contractor's current personnel.

**G.8 Position Qualifications (APR 1984)**

Contractor direct labor personnel assigned to the performance of this Call shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Descriptions" attachment set forth in, Attachment 5, to this Call, except as the Contracting Officer may otherwise authorize.

**G.9 Services Of Consultants (DEC 1996)**

(a) In addition to the provisions of the clause of this Call entitled "Subcontracts (Time-and-Materials and Labor-Hour Contracts)" the prior written consent of the Contracting Officer also shall be obtained:

- (1) Whenever any employee of the Contractor is to be reimbursed as a "consultant" under this Call; or
- (2) For the utilization of the services of any consultant under this Call exceeding the daily rates of \$278, exclusive of travel costs, or
- (3) Where the services of any consultant under this Call will exceed ten days in any calendar year, or exceed a total value of \$2,500.

(b) Whenever Contracting Officer written consent is required, the Contractor will obtain and furnish to the Contracting Officer information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultant to others for performing consulting

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services of a similar nature.

All consultants or subject matter experts must belong to a Labor position of the same, or similar, title under an approved labor rate within this Call.

**G.10 Payment Of Overtime**

There is no overtime available under this Call.

**G.11 Stop-Work Order (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Call for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this Call.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or Call price, or both, and the Call shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Call; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Call.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**G.12 Alternative Dispute Resolution (ADR)**

(a) The DOE and the contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a "standing neutral." The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

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(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the contractor:

(1) DOE and the contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

**G.13 Green Purchasing Under DOE Service Contracts-Applicable only to the Invoices Associated with this Call.**

Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of Federal employees and contractor service providers. In the performance of work under this Call, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well being of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting includes the initiatives described below:

- Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>
- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

To the extent that the services provided by the Contractor require the provision of any of the above types of products, the environmentally preferable type of product is to be furnished unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content.

**G.14 Lobbying Restriction (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2008)**

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation. DEAR 952.209-72

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**G.15 Organizational Conflicts Of Interest (JUN 1997)**

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

**G.16 Level Of Effort (JUL 1991)**

(a) In the performance of work under the contract, the Contractor shall provide the estimated total of Direct Productive Labor-Hours (DPLH) which is specified in Call Clause B.1, during the term of the contract. The term of the contract is defined as the total contract period, including all exercised options. Direct Productive Labor-Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences.

(b) During the term of this contract, if additional DPLH are required to complete the term, the Contractor agrees to provide the required DPLH at the same labor rates negotiated for that year of the contract in which they were provided.

(c) Nothing in this clause shall be construed to constitute authorization for work not in accordance with the other clauses of the contract.

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**G.17 Funding (JUL 1991)**

(a) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the ceiling price specified in the Schedule. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

**(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.**

(c) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer, in writing, of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(d) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request, the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(e) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-

(1) The Government is not obligated to compensate the Contractor for DPLH or other direct items or services provided in an amount which exceeds the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue providing DPLH under this contract (including actions under the Termination clause of the contract) or incur costs in excess of the amount then allotted to the contract by the Government until the Contracting Officer notifies the Contractor, in writing, that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(f) The ceiling price shall be increased to the extent that the amount allotted by the Government exceeds the ceiling price specified in the Schedule.

(g) No notice, communication, or representation in any form other than that specified in subparagraph

(e) (2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to compensate the Contractor for performing any work in an amount which exceeds the total amount allotted by the Government to this contract, whether that excess amount arose during the course of the contract or as a result of termination.

(h) When and to the extent that the amount allotted by the Government to the contract is increased, the Contractor shall be entitled to compensation for DPLH and other direct items or services provided before the increase in an amount which exceeds the amount previously allotted by the Government to the same

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extent as if the DPLH and other direct items or services were provided afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

- (i) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (j) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.



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**Section H - Special Contract Requirements**

**H.1 DOE-H-1001 Ombudsman**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Richard Leotta, U.S. Department of Energy Headquarters Procurement Services, 1000 Independence Avenue, S.W. Washington, D.C. 20585-1615, 202-287-1422. Concerns, issues, disagreements, and recommendations which cannot be resolved at the Contracting Activity may be referred to the DOE ombudsman, Richard Leotta, richard.leotta@hq.doe.gov. Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of clause)

**H.2 Payment (JUL 1991)**

(a) Payment shall be made for DPLH provided in accordance with contract clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts".

(b) Pursuant contract clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," the Contracting Officer shall withhold 1.5 percent of the amount due for provision of DPLH, but the total amount withheld will not exceed \$50,000.

(c) Reimbursement for travel under this Call will be at cost and consistent with the U.S. Government Travel Regulations.

(d) All costs incurred for acquisition of materials, travel or other direct items or services will be reimbursed at actual costs (no profit) plus allocable indirect costs in accordance with the contractor's accounting system.

(e) Subcontractors shall be compensated under this Call in accordance with the following:

(1) Subcontractors providing DPLH will be paid the fixed rate per DPLH specified in Clause B.1 "Direct Labor Rates", for the categories of labor provided.

(2) All other subcontracts will be compensated for supplies or services provided on a reimbursable basis in accordance with the contract clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts".

**H.3 DOE-H-1019 Compensation (Fixed Rate Calls)**

Under Fixed Rate Calls, the contractor shall be compensated for DPLH delivered, and accepted in accordance with the terms of this contract, at the fixed hourly rates set forth in each Call are subject to the adjustment provision set forth in the clause entitled "Payment of Wages and Fringe Benefits." The rates set forth in each Call, Attachment A – Terms and Conditions are fully burdened fixed hourly rates.

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Other direct costs and travel incurred in the performance of fixed rate Calls shall be reimbursed to the contractor in accordance with the terms of this contract and with FAR Subpart 31.2 in effect on the date of this contract.

(End of clause)

**H.4 DOE-H-1051 CONSECUTIVE NUMBERING (MAY 2009)**

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

(End of clause)

**H.5 HQ-H-1002 Technical Direction (JAN 2000)**

(a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR) identified elsewhere in this contract. The term "technical direction" is defined to include, without limitation:

(1) Directions to the Contractor which fill in details or otherwise serve to accomplish the contractual Statement of Work.

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

(b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total price or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(c) All technical directions shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the

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technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or

(2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes - Alternate I" of the contract.

(End of clause)

**H.6 HQ-H-1003 Modification Authority (APR 1984)**

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

(End of clause)

**H.7 Access to and Ownership of Records (JUL 2003)**

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the Contractor in accordance with federal requirements established by the National Archives and Records Administration or as the CO may from time to time direct during the progress of the work or, in any event, as the CO shall direct upon completion or termination of the award.

(b) Contractor-owned records. The following records are considered the property of the Contractor and are not within the scope of paragraph (a) of this clause. However, records may be audited by DOE under the clause in Section I, entitled "Audit and Records – Negotiation."

(1) Employment-related records (including but not limited to the following: workers' compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns, and other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the Call as being maintained in Privacy Act systems of records as published in \ Federal Register system notices by DOE;

(2) Confidential Contractor financial information, and correspondence between the Contractor and other segments of the Contractor;

(3) Records relating to any procurement action by the Contractor; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges.

(c) Records retention/disposition standards. Special records retention standards, described in DOE Order 200.1, Information Management Program (version in effect on effective date of Call), as directed by the

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National Archives and Records Administration in 36 CFR 1200, are applicable for the classes of Government owned records as described in paragraph (a) above. Records will be destroyed as appropriate based on guidance directed in 36 CFR 1200 or as directed by the CO or his representative. The Contractor will also be required to comply with any additional records retention guidance established by DOE.

(d) As directed by the CO, the Contractor shall grant access to all DOE records in its possession as may be required in conduct of normal DOE business. If any inspection or evaluation is made by the Government on the premises of the Contractor or a Contractor subcontractor or consultant, the Contractor shall provide and shall require his Contractor subcontractor or consultants to provide all reasonable facilities and assistance for the convenience of the Government representatives in the performance of their duties.

(e) Subcontracts. The Contractor shall include the requirements of this clause in all subcontracts.

(End of clause)

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**Section I - Contract Clauses**

**I.1 952.202-1 Definitions.**

**I.2 952.203-70 Whistleblower Protection for Contractor Employees. (DEC 2000)**

**I.3 952.204-2 Security. (MAR 2011)**

**I.4 952.204-70 Classification/Declassification. (SEP 1997)**

**I.5 952.204-72 Disclosure of information. (APR 1994)**

**I.6 952.215-70 Key Personnel. (DEC 2000)**

(a) The personnel listed below or elsewhere in this contract [Insert cross-reference, if applicable] are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

(1) Notify the Contracting Officer reasonably in advance;

(2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and

(3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

(End of clause)

**I.7 952.209-72 Organizational Conflict of Interest (AUG 2009)**

**I.8 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)**

**I.9 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (AUG 2012)**

**I.10 52.233-1 Disputes (APR 1984)**

**I.11 52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)**

**I.12 52.244-2 Subcontracts. (JUN 2007) - Alternate I (JUN 2007)**

(a) *Definitions.* As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

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"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **All**.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

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- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(End of clause)

**I.13 52.244-5 Competition in Subcontracting. (DEC 1996)**  
**I.14 52.244-6 Subcontracts for Commercial Items. (JUN 2010)**

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